

Exhibit 5

Examples and Excerpts of Collateral Releases

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

L

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 02:03 PM 05/25/2010
 INITIAL FILING # 2008 1954245
 AMENDMENT # 2010 1832892
 SRV: 100567066

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. INITIAL FINANCING STATEMENT FILE #
 2008 1954245 filed 06/06/2008

11. This FINANCING STATEMENT AMENDMENT is to be filed (or record) (or recorded) in the REAL ESTATE RECORDS.

12. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

13. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

14. ASSIGNMENT (full or partial). Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 9.

15. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
 Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.

CHANGE name and/or address: Give current record name in Item 6a or 6b; also give new name (if name change) in Item 7a or 7b and/or new address (if address change) in Item 7c. DELETE name: Give record name to be deleted in Item 6a or 6b. ADD name: Complete Item 7a or 7b, and also Item 7c; also complete Item 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
Residential Funding Company, LLC

OR
 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR
 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. TAX ID# SSN/INR EIN ADDL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID#, if any NONE

6. AMENDMENT (COLLATERAL CHANGE): check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.
 See Exhibit A attached hereto and made a part hereof for a description of the released collateral.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Wells Fargo Bank, N.A., as Third Priority Collateral Agent

OR
 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
 File with Delaware Secretary of State 5275270 4 additional sheets presented 08048307-566 *75468924 30 26* *(Sprr)*

EXHIBIT A
TO
UCC FINANCING STATEMENT AMENDMENT

Debtor: Residential Funding Company, LLC One Meridian Crossings, Suite 100 Minneapolis, MN 55423-3940 USA	Secured Party: Wells Fargo Bank, N.A., as Third Priority Collateral Agent 625 Marquette Avenue, N9311-110 Minneapolis, MN 55479, USA
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All of Debtor's right, title and interest, in, to, and under, whether now or hereafter existing, owned or acquired and wherever located and howsoever created, arising or evidenced, all of the following:

- (a) all Servicing Rights Collateral and all assets, rights or property related thereto;
- (b) all Subject Mortgage Loans and all assets, rights or property related thereto;
- (c) other payments and rights, in each case if and to the extent evidencing or related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (d) all Deposit Accounts and all Property deposited or carried therein or credited thereto, in each case if and to the extent related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (e) all Securities Accounts and all Property, including all Investment Property and Financial Assets, deposited or carried therein or credited thereto, and all permitted investments acquired with funds on deposit in or carried in or credited to such Securities Accounts, in each case if and to the extent related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (f) to the extent not included in the foregoing, all agreements, contracts, documents and instruments if and to the extent evidencing or related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (g) (i) all books, records, writings, data bases, information and other property relating to or evidencing the Servicing Rights Collateral or Subject Mortgage Loans and (ii) all insurance policies, claims and/or insurance proceeds arising out of the loss, nonconformity or any interference with the use of, or any defect or infringement of rights in, or damage to, any of the foregoing, in each case if and to the extent evidencing or related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (h) to the extent not included in the foregoing, all Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, General Intangibles (including Payment Intangibles), Goods, Instruments, Investment Property,

Letter-of-Credit Rights, Letters of Credit, Supporting Obligations, Money and all other personal assets and property of any kind or description, in each case if and to the extent related to the Servicing Rights Collateral or Subject Mortgage Loans;

- (i) all Proceeds, products, offspring, rents, issues, profits and returns of and from, and all distributions on any of the foregoing; and
- (j) all rights of the Debtor, if any, in the "Pledged Collateral" as defined in the certain Partial Release of Collateral, dated as of March 16, 2009 and in the "Released Collateral" as defined in those certain Partial Releases of Collateral, dated as of July 1, 2009, September 18, 2009 and December 16, 2009, each executed by the First Priority Collateral Agent, the Second Priority Collateral Agent and the Third Priority Collateral Agent.

When used in this exhibit and unless the context otherwise requires, (a) capitalized terms which are not otherwise defined in this exhibit have the meanings assigned to such terms in the LOC Loan Agreement, the LOC Security Agreement or the Fourth Security Agreement, as applicable; (b) unless otherwise defined in this exhibit, the terms Account, Chattel Paper, Commercial Tort Claims, Deposit Account, Document, Financial Assets, Goods, Instrument, Investment Property, Letter of Credit, Letter-of-Credit Rights, Money, Payment Intangibles, Proceeds, Securities Account and Supporting Obligations have the respective meanings assigned thereto in Article 8 or Article 9 of the UCC (as defined below).

First Priority Collateral Agent means Wells Fargo Bank, N.A. as first priority collateral agent under Senior Debt Loan Agreement.

Fourth Security Agreement means the Amended and Restated Pledge and Security Agreement and Irrevocable Proxy, dated as of December 30, 2009, among the grantors party thereto and Ally Financial Inc. (f/k/a GMAC Inc. f/k/a GMAC LLC).

General Intangibles means, with respect to any Relevant Party, all of such Relevant Party's respective "general intangibles" as defined in the UCC and, in any event, includes (without limitation) all of such Relevant Party's respective licenses, franchises, tax refund claims, guarantee claims, security interests and rights to indemnification.

LOC Loan Agreement means that certain Amended and Restated Loan Agreement (Line of Credit Agreement), dated as of December 30, 2009, as amended, amended and restated, supplemented or otherwise modified from time to time, among Residential Funding Company, LLC ("RFC") and GMAC Mortgage, LLC ("GMACM"), as borrowers, Residential Capital, LLC, Passive Asset Transactions, LLC, RFC Asset Holdings II, LLC and certain other affiliates of the Debtors as guarantors, and Ally Financial Inc. (f/k/a GMAC Inc.), as initial lender and as agent for the lenders.

LOC Security Agreement means the Security Agreement (as defined in the LOC Loan Agreement).

Mortgage File means, with respect to any Mortgage Loan, a file or files pertaining to such Mortgage Loan that contains the mortgage documents pertaining to such Mortgage Loan and any additional mortgage documents pertaining to such Mortgage Loan required by the Lender Agent.

Property means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, including, without limitation, cash, securities, accounts and contract rights.

Relevant Party means any party signatory to the Request for Collateral Release (Pledge of MSRs and Additional Assets Under LOC Loan Facility) dated May 14, 2010.

Second Priority Collateral Agent means Wells Fargo Bank, N.A. as second priority collateral agent under the 2010 Indenture (as defined in the Senior Debt Loan Agreement).

Servicing Contract means any agreement, whether titled a "servicing agreement," a "pooling and servicing agreement," a "sale and servicing agreement," or otherwise, pursuant to which either RFC or GMACM is obligated to perform collection, enforcement or foreclosure services with respect to, or to maintain and remit any funds collected from persons obligated on any mortgage loan or pool of mortgage loans; provided, however that "Servicing Contracts" shall not include any such agreements (a) entered into with the Government National Mortgage Association, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, (b) identifying mortgage loans or pools of mortgage loans owned by either RFC or GMACM or (c) identifying any mortgage loans or pools of mortgage loans transferred (whether absolutely or for security) pursuant to a master repurchase agreement to which either RFC or GMACM is a party.

Servicing Rights means each of RFC's and GMACM's right, title and interest in, to and under each Servicing Contract, whether now or hereafter existing, acquired or created, whether or not yet accrued, earned, due or payable, as well as all other present and future right and interest under such Servicing Contract, including, without limitation, the right (i) to receive the Servicing Fee income (including without limitation, any Uncollected Fees), (ii) to receive reimbursement for any Advances, (iii) any and all Ancillary Income, (iv) to hold and administer the Related Escrow Account Balances, (v) to hold and administer, in accordance with the applicable Servicing Contract, the Related Principal and Interest Custodial Account, the Custodial File, and the Mortgage File arising from or connected to the servicing of such Mortgage Loan and (vi) all proceeds, income, profits, rents and products of any of the foregoing; but with respect to (i)-(vi) above specifically excluding the Excluded Collateral.

Servicing Rights Collateral means (i) the Servicing Rights whether or not yet accrued, earned, due or payable as well as all other present and future rights and interests of RFC or GMACM, as applicable, in such Servicing Rights, (ii) the Servicing Contracts and all rights and claims thereunder, (iii) all books and records, including computer disks and other records, related to the foregoing (but excluding computer programs) and (iv) all monies due or to become due

with respect to the foregoing and all Proceeds of the foregoing, but with respect to (i)-(iv) above specifically excluding the Excluded Collateral.

Subject Mortgage Loan means any Mortgage Loan (a) which is identified in a Mortgage Schedule delivered under the LOC Loan Agreement, (b) the carrying value of which is included in the calculation of the borrowing base included in a borrowing base report or a monthly collateral report under the LOC Loan Agreement or (c) which is indicated in a Relevant Party's books and records as having been pledged to the Lender Agent.

Third Priority Collateral Agent means Wells Fargo Bank, N.A. as third priority collateral agent under the 2015 Indenture (as defined in the Senior Debt Loan Agreement).

UCC means the Uniform Commercial Code as in effect from time to time in the State of New York.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 02:05 PM 05/25/2010
 INITIAL FILING # 2008 1954286
 AMENDMENT # 2010 1832926
 SRV: 100567082

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
2008 1954286 filed 06/06/2008

1b. This FINANCING STATEMENT AMENDMENT is
 to be filed (or record) (or recorded) in the
 REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c, and also give name of assignor in Item 8.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only ONE of these two boxes.

Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.
 CHANGE name and/or address: Give current record name in Item 6a; also give new name in Item 7a; and/or new address (if address changed) in Item 7c. DELETE name: Give record name in Item 6a; also delete in Item 7a. ADD name: Complete Item 7a or 7b, and also Item 7c; also complete items 7d-7g if applicable.

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

GMAC Mortgage, LLC

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, IF ANY NONE

8. AMENDMENT (COLLATERAL CHANGE): check only ONE box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

See Exhibit A attached hereto and made a part hereof for a description of the released collateral.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignee, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment

9a. ORGANIZATION'S NAME
Wells Fargo Bank, N.A., as Third Priority Collateral Agent

OR
 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
 File with Delaware Secretary of State 5275271 4 additional sheets presented 7845727 SW 27 08048307-567 5pm

EXHIBIT A
TO
UCC FINANCING STATEMENT AMENDMENT

Debtor: GMAC Mortgage, LLC 1100 Virginia Drive Fort Washington, PA 19034-3200 USA	Secured Party: Wells Fargo Bank, N.A., as Third Priority Collateral Agent 625 Marquette Avenue, N9311-110 Minneapolis, MN 55479, USA
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All of Debtor's right, title and interest, in, to, and under, whether now or hereafter existing, owned or acquired and wherever located and howsoever created, arising or evidenced, all of the following:

- (a) all Servicing Rights Collateral and all assets, rights or property related thereto;
- (b) all Subject Mortgage Loans and all assets, rights or property related thereto;
- (c) other payments and rights, in each case if and to the extent evidencing or related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (d) all Deposit Accounts and all Property deposited or carried therein or credited thereto, in each case if and to the extent related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (e) all Securities Accounts and all Property, including all Investment Property and Financial Assets, deposited or carried therein or credited thereto, and all permitted investments acquired with funds on deposit in or carried in or credited to such Securities Accounts, in each case if and to the extent related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (f) to the extent not included in the foregoing, all agreements, contracts, documents and instruments if and to the extent evidencing or related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (g) (i) all books, records, writings, data bases, information and other property relating to or evidencing the Servicing Rights Collateral or Subject Mortgage Loans and (ii) all insurance policies, claims and/or insurance proceeds arising out of the loss, nonconformity or any interference with the use of, or any defect or infringement of rights in, or damage to, any of the foregoing, in each case if and to the extent evidencing or related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (h) to the extent not included in the foregoing, all Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, General Intangibles (including Payment Intangibles), Goods, Instruments, Investment Property,

Letter-of-Credit Rights, Letters of Credit, Supporting Obligations, Money and all other personal assets and property of any kind or description, in each case if and to the extent related to the Servicing Rights Collateral or Subject Mortgage Loans;

- (i) all Proceeds, products, offspring, rents, issues, profits and returns of and from, and all distributions on any of the foregoing; and
- (j) all rights of the Debtor, if any, in the "Pledged Collateral" as defined in the certain Partial Release of Collateral, dated as of March 16, 2009 and in the "Released Collateral" as defined in those certain Partial Releases of Collateral, dated as of July 1, 2009, September 18, 2009 and December 16, 2009, each executed by the First Priority Collateral Agent, the Second Priority Collateral Agent and the Third Priority Collateral Agent.

When used in this exhibit and unless the context otherwise requires, (a) capitalized terms which are not otherwise defined in this exhibit have the meanings assigned to such terms in the LOC Loan Agreement, the LOC Security Agreement or the Fourth Security Agreement, as applicable; (b) unless otherwise defined in this exhibit, the terms Account, Chattel Paper, Commercial Tort Claims, Deposit Account, Document, Financial Assets, Goods, Instrument, Investment Property, Letter of Credit, Letter-of-Credit Rights, Money, Payment Intangibles, Proceeds, Securities Account and Supporting Obligations have the respective meanings assigned thereto in Article 8 or Article 9 of the UCC (as defined below).

First Priority Collateral Agent means Wells Fargo Bank, N.A. as first priority collateral agent under Senior Debt Loan Agreement.

Fourth Security Agreement means the Amended and Restated Pledge and Security Agreement and Irrevocable Proxy, dated as of December 30, 2009, among the grantors party thereto and Ally Financial Inc. (f/k/a GMAC Inc. f/k/a GMAC LLC).

General Intangibles means, with respect to any Relevant Party, all of such Relevant Party's respective "general intangibles" as defined in the UCC and, in any event, includes (without limitation) all of such Relevant Party's respective licenses, franchises, tax refund claims, guarantee claims, security interests and rights to indemnification.

LOC Loan Agreement means that certain Amended and Restated Loan Agreement (Line of Credit Agreement), dated as of December 30, 2009, as amended, amended and restated, supplemented or otherwise modified from time to time, among Residential Funding Company, LLC ("RFC") and GMAC Mortgage, LLC ("GMACM"), as borrowers, Residential Capital, LLC, Passive Asset Transactions, LLC, RFC Asset Holdings II, LLC and certain other affiliates of the Debtors as guarantors, and Ally Financial Inc. (f/k/a GMAC Inc.), as initial lender and as agent for the lenders.

LOC Security Agreement means the Security Agreement (as defined in the LOC Loan Agreement).

Mortgage File means, with respect to any Mortgage Loan, a file or files pertaining to such Mortgage Loan that contains the mortgage documents pertaining to such Mortgage Loan and any additional mortgage documents pertaining to such Mortgage Loan required by the Lender Agent.

Property means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, including, without limitation, cash, securities, accounts and contract rights.

Relevant Party means any party signatory to the Request for Collateral Release (Pledge of MSRs and Additional Assets Under LOC Loan Facility) dated May 14, 2010.

Second Priority Collateral Agent means Wells Fargo Bank, N.A. as second priority collateral agent under the 2010 Indenture (as defined in the Senior Debt Loan Agreement).

Servicing Contract means any agreement, whether titled a "servicing agreement," a "pooling and servicing agreement," a "sale and servicing agreement," or otherwise, pursuant to which either RFC or GMACM is obligated to perform collection, enforcement or foreclosure services with respect to, or to maintain and remit any funds collected from persons obligated on any mortgage loan or pool of mortgage loans; provided, however that "Servicing Contracts" shall not include any such agreements (a) entered into with the Government National Mortgage Association, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, (b) identifying mortgage loans or pools of mortgage loans owned by either RFC or GMACM or (c) identifying any mortgage loans or pools of mortgage loans transferred (whether absolutely or for security) pursuant to a master repurchase agreement to which either RFC or GMACM is a party.

Servicing Rights means each of RFC's and GMACM's right, title and interest in, to and under each Servicing Contract, whether now or hereafter existing, acquired or created, whether or not yet accrued, earned, due or payable, as well as all other present and future right and interest under such Servicing Contract, including, without limitation, the right (i) to receive the Servicing Fee income (including without limitation, any Uncollected Fees), (ii) to receive reimbursement for any Advances, (iii) any and all Ancillary Income, (iv) to hold and administer the Related Escrow Account Balances, (v) to hold and administer, in accordance with the applicable Servicing Contract, the Related Principal and Interest Custodial Account, the Custodial File, and the Mortgage File arising from or connected to the servicing of such Mortgage Loan and (vi) all proceeds, income, profits, rents and products of any of the foregoing; but with respect to (i)-(vi) above specifically excluding the Excluded Collateral.

Servicing Rights Collateral means (i) the Servicing Rights whether or not yet accrued, earned, due or payable as well as all other present and future rights and interests of RFC or GMACM, as applicable, in such Servicing Rights, (ii) the Servicing Contracts and all rights and claims thereunder, (iii) all books and records, including computer disks and other records, related to the foregoing (but excluding computer programs) and (iv) all monies due or to become due

with respect to the foregoing and all Proceeds of the foregoing, but with respect to (i)-(iv) above specifically excluding the Excluded Collateral.

Subject Mortgage Loan means any Mortgage Loan (a) which is identified in a Mortgage Schedule delivered under the LOC Loan Agreement, (b) the carrying value of which is included in the calculation of the borrowing base included in a borrowing base report or a monthly collateral report under the LOC Loan Agreement or (c) which is indicated in a Relevant Party's books and records as having been pledged to the Lender Agent.

Third Priority Collateral Agent means Wells Fargo Bank, N.A. as third priority collateral agent under the 2015 Indenture (as defined in the Senior Debt Loan Agreement).

UCC means the Uniform Commercial Code as in effect from time to time in the State of New York.



UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 02:06 PM 05/25/2010
 INITIAL FILING # 2008 1954294
 AMENDMENT # 2010 1832983
 SRV: 100567099

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILED #
 2008 1954294 filed 06/06/2008

1b. This FINANCING STATEMENT AMENDMENT is
 to be filed [or record] [or recorded] in the
 REAL ESTATE RECORDS

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c, and also give name of assignor in Item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

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6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME:
Residential Capital, LLC

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

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9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment) If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Wells Fargo Bank, N.A., as Third Priority Collateral Agent

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
 File with Delaware Secretary of State 5275272 4 additional sheets presented 17548927 5028
 08048307-568 *(Signature)*

EXHIBIT A
TO
UCC FINANCING STATEMENT AMENDMENT

Debtor: Residential Capital, LLC One Meridian Crossings, Suite 100 Minneapolis, MN 55423-3940 USA	Secured Party: Wells Fargo Bank, N.A., as Third Priority Collateral Agent 625 Marquette Avenue, N9311-110 Minneapolis, MN 55479, USA
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All of Debtor's right, title and interest, in, to, and under, whether now or hereafter existing, owned or acquired and wherever located and howsoever created, arising or evidenced, all of the following:

- (a) all Servicing Rights Collateral and all assets, rights or property related thereto;
- (b) all Subject Mortgage Loans and all assets, rights or property related thereto;
- (c) other payments and rights, in each case if and to the extent evidencing or related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (d) all Deposit Accounts and all Property deposited or carried therein or credited thereto, in each case if and to the extent related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (e) all Securities Accounts and all Property, including all Investment Property and Financial Assets, deposited or carried therein or credited thereto, and all permitted investments acquired with funds on deposit in or carried in or credited to such Securities Accounts, in each case if and to the extent related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (f) to the extent not included in the foregoing, all agreements, contracts, documents and instruments if and to the extent evidencing or related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (g) (i) all books, records, writings, data bases, information and other property relating to or evidencing the Servicing Rights Collateral or Subject Mortgage Loans and (ii) all insurance policies, claims and/or insurance proceeds arising out of the loss, nonconformity or any interference with the use of, or any defect or infringement of rights in, or damage to, any of the foregoing, in each case if and to the extent evidencing or related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (h) to the extent not included in the foregoing, all Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, General Intangibles (including Payment Intangibles), Goods, Instruments, Investment Property,

Letter-of-Credit Rights, Letters of Credit, Supporting Obligations, Money and all other personal assets and property of any kind or description, in each case if and to the extent related to the Servicing Rights Collateral or Subject Mortgage Loans;

- (i) all Proceeds, products, offspring, rents, issues, profits and returns of and from, and all distributions on any of the foregoing; and
- (j) all rights of the Debtor, if any, in the "Pledged Collateral" as defined in the certain Partial Release of Collateral, dated as of March 16, 2009 and in the "Released Collateral" as defined in those certain Partial Releases of Collateral, dated as of July 1, 2009, September 18, 2009 and December 16, 2009, each executed by the First Priority Collateral Agent, the Second Priority Collateral Agent and the Third Priority Collateral Agent.

When used in this exhibit and unless the context otherwise requires, (a) capitalized terms which are not otherwise defined in this exhibit have the meanings assigned to such terms in the LOC Loan Agreement, the LOC Security Agreement or the Fourth Security Agreement, as applicable; (b) unless otherwise defined in this exhibit, the terms Account, Chattel Paper, Commercial Tort Claims, Deposit Account, Document, Financial Assets, Goods, Instrument, Investment Property, Letter of Credit, Letter-of-Credit Rights, Money, Payment Intangibles, Proceeds, Securities Account and Supporting Obligations have the respective meanings assigned thereto in Article 8 or Article 9 of the UCC (as defined below).

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Fourth Security Agreement means the Amended and Restated Pledge and Security Agreement and Irrevocable Proxy, dated as of December 30, 2009, among the grantors party thereto and Ally Financial Inc. (f/k/a GMAC Inc. f/k/a GMAC LLC).

General Intangibles means, with respect to any Relevant Party, all of such Relevant Party's respective "general intangibles" as defined in the UCC and, in any event, includes (without limitation) all of such Relevant Party's respective licenses, franchises, tax refund claims, guarantee claims, security interests and rights to indemnification.

LOC Loan Agreement means that certain Amended and Restated Loan Agreement (Line of Credit Agreement), dated as of December 30, 2009, as amended, amended and restated, supplemented or otherwise modified from time to time, among Residential Funding Company, LLC ("RFC") and GMAC Mortgage, LLC ("GMACM"), as borrowers, Residential Capital, LLC, Passive Asset Transactions, LLC, RFC Asset Holdings II, LLC and certain other affiliates of the Debtors as guarantors, and Ally Financial Inc. (f/k/a GMAC Inc.), as initial lender and as agent for the lenders.

LOC Security Agreement means the Security Agreement (as defined in the LOC Loan Agreement).

Mortgage File means, with respect to any Mortgage Loan, a file or files pertaining to such Mortgage Loan that contains the mortgage documents pertaining to such Mortgage Loan and any additional mortgage documents pertaining to such Mortgage Loan required by the Lender Agent.

Property means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, including, without limitation, cash, securities, accounts and contract rights.

Relevant Party means any party signatory to the Request for Collateral Release (Pledge of MSRs and Additional Assets Under LOC Loan Facility) dated May 14, 2010.

Second Priority Collateral Agent means Wells Fargo Bank, N.A. as second priority collateral agent under the 2010 Indenture (as defined in the Senior Debt Loan Agreement).

Servicing Contract means any agreement, whether titled a "servicing agreement," a "pooling and servicing agreement," a "sale and servicing agreement," or otherwise, pursuant to which either RFC or GMACM is obligated to perform collection, enforcement or foreclosure services with respect to, or to maintain and remit any funds collected from persons obligated on any mortgage loan or pool of mortgage loans; provided, however that "Servicing Contracts" shall not include any such agreements (a) entered into with the Government National Mortgage Association, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, (b) identifying mortgage loans or pools of mortgage loans owned by either RFC or GMACM or (c) identifying any mortgage loans or pools of mortgage loans transferred (whether absolutely or for security) pursuant to a master repurchase agreement to which either RFC or GMACM is a party.

Servicing Rights means each of RFC's and GMACM's right, title and interest in, to and under each Servicing Contract, whether now or hereafter existing, acquired or created, whether or not yet accrued, earned, due or payable, as well as all other present and future right and interest under such Servicing Contract, including, without limitation, the right (i) to receive the Servicing Fee income (including without limitation, any Uncollected Fees), (ii) to receive reimbursement for any Advances, (iii) any and all Ancillary Income, (iv) to hold and administer the Related Escrow Account Balances, (v) to hold and administer, in accordance with the applicable Servicing Contract, the Related Principal and Interest Custodial Account, the Custodial File, and the Mortgage File arising from or connected to the servicing of such Mortgage Loan and (vi) all proceeds, income, profits, rents and products of any of the foregoing; but with respect to (i)-(vi) above specifically excluding the Excluded Collateral.

Servicing Rights Collateral means (i) the Servicing Rights whether or not yet accrued, earned, due or payable as well as all other present and future rights and interests of RFC or GMACM, as applicable, in such Servicing Rights, (ii) the Servicing Contracts and all rights and claims thereunder, (iii) all books and records, including computer disks and other records, related to the foregoing (but excluding computer programs) and (iv) all monies due or to become due

with respect to the foregoing and all Proceeds of the foregoing, but with respect to (i)-(iv) above specifically excluding the Excluded Collateral.

Subject Mortgage Loan means any Mortgage Loan (a) which is identified in a Mortgage Schedule delivered under the LOC Loan Agreement, (b) the carrying value of which is included in the calculation of the borrowing base included in a borrowing base report or a monthly collateral report under the LOC Loan Agreement or (c) which is indicated in a Relevant Party's books and records as having been pledged to the Lender Agent.

Third Priority Collateral Agent means Wells Fargo Bank, N.A. as third priority collateral agent under the 2015 Indenture (as defined in the Senior Debt Loan Agreement).

UCC means the Uniform Commercial Code as in effect from time to time in the State of New York.

PARTIAL RELEASE OF COLLATERAL

(Pledge of MSRs and Additional Assets
Under LOC Loan Facility)

May 14, 2010

We hereby reference (i) the Consent and Direction to Release Collateral, dated May 14, 2010, (the "Direction") provided by Ally Financial Inc. (f/k/a GMAC Inc. f/k/a GMAC LLC) ("Ally Financial") pursuant to Section 12.11(b) of the Amended and Restated Loan Agreement (Senior Debt Loan Agreement), dated as of December 30, 2009 (as amended, supplemented, restated or otherwise modified from time to time, the "Senior Debt Loan Agreement") by and among GMAC Mortgage, LLC ("GMACM"), Residential Funding Company, LLC ("RFC" and, together with GMACM, each a "Debtor" and collectively, the "Debtors"), Residential Capital, LLC, a Delaware limited liability company ("ResCap"), and the various other parties signatory thereto as guarantors, the various other parties signatory thereto as obligors, Ally Financial, as the initial lender and as agent for the lenders (in such capacity, together with its successors and assigns in such capacity, the "Lender Agent"), the financial institutions and other Persons that are or may from time to time become parties thereto as lenders and Wells Fargo Bank, N.A., as first priority collateral agent (in such capacity, the "First Priority Collateral Agent"), attached hereto as Exhibit A; (ii) the Officer's Certificates each dated as of May 14, 2010, attached hereto as Exhibit B (collectively, the "Officer's Certificates"); and (iii) the Legal Opinions each dated as of May 14, 2010, attached hereto as Exhibit C (collectively, the "Legal Opinions"). All capitalized terms used and not otherwise defined herein shall have the respective meanings provided to such terms in the Schedule 1.01 to the Senior Debt Loan Agreement.

The First Priority Collateral Agent and the Collateral Control Agent, as directed by the Lender Agent in the Direction, hereby release and terminate all of their liens and security interests and all of their right, title and interest in and to those certain assets of the Relevant Parties (as defined in the Direction) (as applicable) described on Exhibit D attached hereto (the "Released Collateral") and evidenced by the UCC financing statement(s) attached in the Direction as Exhibit B.

Each of the Second Priority Collateral Agent and the Third Priority Collateral Agent, in reliance upon each of the Officer's Certificates and the Legal Opinions hereby release and terminate all of its liens and security interests and all of its right, title and interest in and to the Released Collateral and evidenced by the UCC financing statement(s) attached in each of the Officer's Certificates as Exhibit B.

Reference made in the exhibits attached hereto to the LOC Loan Agreement shall mean that certain Amended and Restated Loan Agreement (Line of Credit Agreement), dated as of December 30, 2009, as amended, amended and restated, supplemented or otherwise modified from time to time, among RFC and GMACM, as borrowers, ResCap, Passive Asset Transactions, LLC, RFC Asset Holdings II, LLC and certain other affiliates of the Debtors as guarantors, and Ally Financial, as initial lender and as agent for the lenders.

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Partial Release of Collateral
(MSRs and Additional Collateral Release)

IN WITNESS WHEREOF, the undersigned has executed this Partial Release of Collateral as of the date first set forth above.

Wells Fargo Bank, N.A.,
as First Priority Collateral Agent

By: 
Name: Michael Pinzon
Title: Vice President

Wells Fargo Bank, N.A.,
as Second Priority Collateral Agent

By: 
Name: Michael Pinzon
Title: Vice President

Wells Fargo Bank, N.A.,
as Third Priority Collateral Agent

By: 
Name: Michael Pinzon
Title: Vice President

Wells Fargo Bank, N.A.,
as Collateral Control Agent

By: 
Name: Michael Pinzon
Title: Vice President

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*Partial Release of Collateral
(MSRs and Additional Collateral Release)*

EXHIBIT A
CONSENT AND DIRECTION TO RELEASE

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CONSENT AND DIRECTION TO RELEASE COLLATERAL

(Pledge of MSRs and Additional Assets
Under LOC Loan Facility)

May 14, 2010

We hereby reference the Request for Collateral Release dated May 14, 2010 (the "Request for Collateral Release") submitted by Residential Funding Company, LLC ("RFC"), GMAC Mortgage, LLC ("GMACM" and, together with RFC, each a "Debtor" and together the "Debtors") and the other parties signatory thereto (each an "Obligor" and collectively, the "Obligors" and collectively with the Debtors, the "Relevant Parties") pursuant to Section 12.11(b) of the Amended and Restated Loan Agreement (Senior Debt Loan Agreement), dated as of December 30, 2009 (as amended, supplemented, restated or otherwise modified from time to time, the "Senior Debt Loan Agreement") by and among RFC, GMACM, Residential Capital, LLC, a Delaware limited liability company ("ResCap"), and the various other parties signatory thereto as guarantors, the various other parties signatory thereto as obligors, Ally Financial Inc. (f/k/a GMAC Inc. f/k/a GMAC LLC), a Delaware corporation ("Ally Financial"), as the initial lender and as agent for the lenders (in such capacity, together with its successors and assigns in such capacity, the "Lender Agent"), the financial institutions and other Persons that are or may from time to time become parties thereto as lenders and Wells Fargo Bank, N.A., as first priority collateral agent (the "First Priority Collateral Agent"). All capitalized terms used and not otherwise defined herein shall have the respective meanings provided to such terms in the Schedule 1.01 to the Senior Debt Loan Agreement.

As requested in the Request for Collateral Release, the Lender Agent hereby consents and authorizes and directs the First Priority Collateral Agent and the Collateral Control Agent to:

1. (a) release and terminate all of their liens and security interests and all of their right, title and interest in and to those certain assets of the Relevant Parties (as applicable) described on Exhibit A attached hereto (the "Released Collateral") and evidenced by the UCC Financing Statement(s) attached hereto as Exhibit B and (b) direct ResCap to file UCC-3 Financing Statement(s) attached hereto as Exhibit C; provided that ResCap shall return file stamped copies of such UCC-3 Financing Statement(s) to the Lender Agent within ten (10) Business Days of filing;
2. execute and deliver the Partial Release of Collateral attached as Exhibit D hereto; and
3. take all actions which are requested in writing by the Lender Agent and are reasonable or appropriate to effectuate the release of the liens on the Released Collateral.

Reference made in the exhibits attached hereto to the LOC Loan Agreement shall mean that certain Amended and Restated Loan Agreement (Line of Credit Agreement), dated as of December 30, 2009, as amended, amended and restated, supplemented or otherwise modified from time to time, among RFC and GMACM, as borrowers, ResCap, Passive Asset Transactions, LLC, RFC Asset Holdings II, LLC and certain other affiliates of the Debtors as guarantors, and Ally Financial, as initial lender and as agent for the lenders.

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IN WITNESS WHEREOF, the undersigned has executed this Consent and Direction to Release Collateral as of the date first written above.

ALLY FINANCIAL INC.,
as Lender Agent

By: Courtney Lowman
Name: Courtney Lowman
Title: Director - Ally Financial Inc.
& Assistant Secretary

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*Consent and Direction to Release Collateral
(MSRs and Additional Collateral Release)*

EXHIBIT A
RELEASED COLLATERAL

All right, title and interest, in, to, and under, whether now or hereafter existing, owned or acquired and wherever located and howsoever created, arising or evidenced, all of the following:

- (a) all Servicing Rights Collateral and all assets, rights or property related thereto;
- (b) all Subject Mortgage Loans and all assets, rights or property related thereto;
- (c) other payments and rights, in each case if and to the extent evidencing or related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (d) all Deposit Accounts and all Property deposited or carried therein or credited thereto, in each case if and to the extent related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (e) all Securities Accounts and all Property, including all Investment Property and Financial Assets, deposited or carried therein or credited thereto, and all permitted investments acquired with funds on deposit in or carried in or credited to such Securities Accounts, in each case if and to the extent related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (f) to the extent not included in the foregoing, all agreements, contracts, documents and instruments if and to the extent evidencing or related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (g)
 - (i) all books, records, writings, data bases, information and other property relating to or evidencing the Servicing Rights Collateral or Subject Mortgage Loans and
 - (ii) all insurance policies, claims and/or insurance proceeds arising out of the loss, nonconformity or any interference with the use of, or any defect or infringement of rights in, or damage to, any of the foregoing, in each case if and to the extent evidencing or related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (h) to the extent not included in the foregoing, all Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, General Intangibles (including Payment Intangibles), Goods, Instruments, Investment Property, Letter-of-Credit Rights, Letters of Credit, Supporting Obligations, Money and all other personal assets and property of any kind or description, in each case if and to the extent related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (i) all Proceeds, products, offspring, rents, issues, profits and returns of and from, and all distributions on any of the foregoing; and

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- (j) all rights of each Obligor, if any, in the "Pledged Collateral" as defined in the certain Partial Release of Collateral, dated as of March 16, 2009 and in the "Released Collateral" as defined in those certain Partial Releases of Collateral, dated as of July 1, 2009, September 18, 2009 and December 16, 2009, each executed by the First Priority Collateral Agent, the Second Priority Collateral Agent and the Third Priority Collateral Agent.

When used in this exhibit and unless the context otherwise requires, (a) capitalized terms which are not otherwise defined in this exhibit have the meanings assigned to such terms in the LOC Loan Agreement, the LOC Security Agreement or the Fourth Security Agreement, as applicable; (b) unless otherwise defined in this exhibit, the terms Account, Chattel Paper, Commercial Tort Claims, Deposit Account, Document, Financial Assets, Goods, Instrument, Investment Property, Letter of Credit, Letter-of-Credit Rights, Money, Payment Intangibles, Proceeds, Securities Account and Supporting Obligations have the respective meanings assigned thereto in Article 8 or Article 9 of the UCC (as defined below).

First Priority Collateral Agent means Wells Fargo Bank, N.A. as first priority collateral agent under Senior Debt Loan Agreement.

Fourth Security Agreement means the Amended and Restated Pledge and Security Agreement and Irrevocable Proxy, dated as of December 30, 2009, among the grantors party thereto and Ally Financial Inc. (f/k/a GMAC Inc. f/k/a GMAC LLC).

General Intangibles means, with respect to any Relevant Party, all of such Relevant Party's respective "general intangibles" as defined in the UCC and, in any event, includes (without limitation) all of such Relevant Party's respective licenses, franchises, tax refund claims, guarantee claims, security interests and rights to indemnification.

LOC Security Agreement means the Security Agreement (as defined in the LOC Loan Agreement).

Mortgage File means, with respect to any Mortgage Loan, a file or files pertaining to such Mortgage Loan that contains the mortgage documents pertaining to such Mortgage Loan and any additional mortgage documents pertaining to such Mortgage Loan required by the Lender Agent.

Property means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, including, without limitation, cash, securities, accounts and contract rights.

Relevant Party means any party signatory to the Request for Collateral Release (Pledge of MSRs and Additional Assets Under LOC Loan Facility) dated May 14, 2010.

Second Priority Collateral Agent means Wells Fargo Bank, N.A. as second priority collateral agent under the 2010 Indenture (as defined in the Senior Debt Loan Agreement).

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Servicing Contract means any agreement, whether titled a "servicing agreement," a "pooling and servicing agreement," a "sale and servicing agreement," or otherwise, pursuant to which either RFC or GMACM is obligated to perform collection, enforcement or foreclosure services with respect to, or to maintain and remit any funds collected from persons obligated on any mortgage loan or pool of mortgage loans; provided, however that "Servicing Contracts" shall not include any such agreements (a) entered into with the Government National Mortgage Association, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, (b) identifying mortgage loans or pools of mortgage loans owned by either RFC or GMACM or (c) identifying any mortgage loans or pools of mortgage loans transferred (whether absolutely or for security) pursuant to a master repurchase agreement to which either RFC or GMACM is a party.

Servicing Rights means each of RFC's and GMACM's right, title and interest in, to and under each Servicing Contract, whether now or hereafter existing, acquired or created, whether or not yet accrued, earned, due or payable, as well as all other present and future right and interest under such Servicing Contract, including, without limitation, the right (i) to receive the Servicing Fee income (including without limitation, any Uncollected Fees), (ii) to receive reimbursement for any Advances, (iii) any and all Ancillary Income, (iv) to hold and administer the Related Escrow Account Balances, (v) to hold and administer, in accordance with the applicable Servicing Contract, the Related Principal and Interest Custodial Account, the Custodial File, and the Mortgage File arising from or connected to the servicing of such Mortgage Loan and (vi) all proceeds, income, profits, rents and products of any of the foregoing; but with respect to (i)-(vi) above specifically excluding the Excluded Collateral.

Servicing Rights Collateral means (i) the Servicing Rights whether or not yet accrued, earned, due or payable as well as all other present and future rights and interests of RFC or GMACM, as applicable, in such Servicing Rights, (ii) the Servicing Contracts and all rights and claims thereunder, (iii) all books and records, including computer disks and other records, related to the foregoing (but excluding computer programs) and (iv) all monies due or to become due with respect to the foregoing and all Proceeds of the foregoing, but with respect to (i)-(iv) above specifically excluding the Excluded Collateral.

Subject Mortgage Loan means any Mortgage Loan (a) which is identified in a Mortgage Schedule delivered under the LOC Loan Agreement, (b) the carrying value of which is included in the calculation of the borrowing base included in a borrowing base report or a monthly collateral report under the LOC Loan Agreement or (c) which is indicated in a Relevant Party's books and records as having been pledged to the Lender Agent.

Third Priority Collateral Agent means Wells Fargo Bank, N.A. as third priority collateral agent under the 2015 Indenture (as defined in the Senior Debt Loan Agreement).

UCC means the Uniform Commercial Code as in effect from time to time in the State of New York.

EXHIBIT B
FILED UCC FINANCING STATEMENT(S)

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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (bold and italic) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 06:33 PM 06/04/2008
 INITIAL FILING # 2008 1911518

SNR: 080663683

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (10 or 110) - do not abbreviate or combine names

ORGANIZATION'S NAME

GMAC Mortgage, LLC

OR DEBTOR'S LAST NAME

2. MAILING ADDRESS

1100 Virginia Drive

3. ADDRESS INFORMATION

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4. MAILING ADDRESS

NAME & ADDRESS

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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY
A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SIGN ACKNOWLEDGMENT TO: (Name and Address)

**DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 06:33 PM 06/04/2008
 INITIAL FILING # 2008 1911526**

SRV: 080643694

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 2a) - do not abbreviate or combine names.

(a) ORGANIZATION NAME

Residential Capital, LLC

OR (b) INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

To: MAILING ADDRESS

One Meridian Crossings, Suite 100

CITY

STATE

POSTAL CODE

COUNTRY

USA

1a. SEE INSTRUCTIONS

(AND IF NOT AN ORGANIZATION, DEBTOR) LLC

1b. TYPE OF ORGANIZATION

1c. ADDRESS OF ORGANIZATION

1d. ORGANIZATION IS A FIRM

1e. HOME

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 2a) - do not abbreviate or combine names.

(a) ORGANIZATION NAME

OR (b) INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3. MAILING ADDRESS

OR 3b. INDIVIDUAL'S LAST NAME

CITY

STATE

POSTAL CODE

COUNTRY

3c. SEE INSTRUCTIONS

(AND IF NOT AN ORGANIZATION, DEBTOR)

3d. TYPE OF ORGANIZATION

3e. ADDRESS OF ORGANIZATION

3f. ORGANIZATION IS A FIRM

3g. HOME

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNMENT COPY - Insert only one secured party name (1a or 2a)

(a) ORGANIZATION NAME

Wells Fargo Bank, N.A., as First Priority Collateral Agent

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

OR 3d. INDIVIDUAL'S LAST NAME

CITY

STATE

POSTAL CODE

COUNTRY

3e. SEE INSTRUCTIONS

(AND IF NOT AN ORGANIZATION, DEBTOR)

3f. TYPE OF ORGANIZATION

3g. ADDRESS OF ORGANIZATION

3h. ORGANIZATION IS A FIRM

3i. HOME

4. No REVERSE STATEMENT covers the following statement:

All assets of the debtor now owned or hereafter acquired and wherever located.

5. AG. TERMINATIVE DESIGNATION (if applicable)	6. CREDITOR'S NAME	7. COMMERCIAL PAPER	8. MALARIA	9. BILL OF LADING	10. CHECK	11. TRADE LETTERS OF CREDIT	12. SECURITY AGREEMENT	13. LEASE	14. OTHER
<input type="checkbox"/>	7. COMMERCIAL PAPER STATEMENT IS DATED PER MONTH OR QUARTERLY	<input type="checkbox"/>	8. MALARIA STATEMENT IS DATED PER MONTH OR QUARTERLY	<input type="checkbox"/>	10. CHECK STATEMENT IS DATED PER MONTH OR QUARTERLY	<input type="checkbox"/>	12. SECURITY AGREEMENT STATEMENT IS DATED PER MONTH OR QUARTERLY	<input type="checkbox"/>	14. OTHER STATEMENT IS DATED PER MONTH OR QUARTERLY
<input type="checkbox"/>	7. COMMERCIAL PAPER STATEMENT IS DATED PER MONTH OR QUARTERLY	<input type="checkbox"/>	8. MALARIA STATEMENT IS DATED PER MONTH OR QUARTERLY	<input type="checkbox"/>	10. CHECK STATEMENT IS DATED PER MONTH OR QUARTERLY	<input type="checkbox"/>	12. SECURITY AGREEMENT STATEMENT IS DATED PER MONTH OR QUARTERLY	<input type="checkbox"/>	14. OTHER STATEMENT IS DATED PER MONTH OR QUARTERLY

5. OFFICIAL/PLAINTIFF'S NAME

Delaware Secretary of State

730579/4A

FILING OFFICE COPY -- NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

00029814

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 06:38 PM 06/04/2008
 INITIAL FILING # 2008 1911583
 SRV: 080663694

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (PRINT AND TYPE) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. BEING ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names
 (1a) ORGANIZATION NAME

GMAC-RFC Holding Company, LLC

OR
1b INDIVIDUAL'S LAST NAME

MAILING ADDRESS
 One Meridian Crossing, Suite 100

CITY STATE
 Minneapolis MN

STATE ZIP CODE COUNTRY

MN 55428 USA

2. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names
 (1c) ORGANIZATION NAME

INDIVIDUAL'S LAST NAME

MAILING ADDRESS

CITY STATE ZIP CODE COUNTRY
 DELEWARE

ORGANIZATIONAL NAME

HOME

3. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names
 (1d) ORGANIZATION NAME

INDIVIDUAL'S LAST NAME

MAILING ADDRESS

CITY STATE ZIP CODE COUNTRY
 DELEWARE

ORGANIZATIONAL NAME

HOME

4. SECURED PARTY'S NAME (or NAME OF TOTAL ASSESSMENT OF ALL SECURITY CREDITS) - Insert only one secured party name (2a or 2b)

(2a) ORGANIZATION NAME

Wells Fargo Bank, N.A., as First Priority Collateral Agent

OR
2b INDIVIDUAL'S LAST NAME

MAILING ADDRESS
 625 Marquette Avenue
 Minneapolis

CITY STATE ZIP CODE COUNTRY
 MN 55478 USA

5. THE FINANCING STATEMENT is to be filed for record (or recorded in the records of:
 ESTATE RECORDS, DEBTOR'S ADDRESS)

6. OPTIONAL FILER REFERENCE DATA

Delaware Secretary of State

730571/4A

FILING OFFICE COPY -- NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

00029816

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY
 A. NAME & PHONE OF CONTACT AT YOUR (separate)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 06:33 PM 06/04/2008
 INITIAL FILING # 2008 1911542

SRV: 080663697

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one (1) of the names (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

Homecomings Financial, LLC

OR

1b. INDIVIDUAL'S LAST NAME

One Meridian Crossings, Suite 100

FIRST NAME

MIDDLE NAME

SUFFIX

CITY

STATE

MN

POSTAL CODE

55423

COUNTRY

USA

1c. ADDITIONAL INFORMATION CONCERNING ORGANIZATION OR INDIVIDUAL

ORGANIZATION

LLC

TYPE OF ORGANIZATION

INDIVIDUAL

1d. ORGANIZATION'S ADDRESS

ORGANIZATION IS IN U.S.

HOME

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one (1a or 1b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

OR

2c. MAILING ADDRESS

FIRST NAME

MIDDLE NAME

SUFFIX

CITY

STATE

MN

POSTAL CODE

COUNTRY

2d. ADDITIONAL INFORMATION CONCERNING ORGANIZATION OR INDIVIDUAL

ORGANIZATION

DEBTOR

TYPE OF ORGANIZATION

INDIVIDUAL

2e. ORGANIZATION'S ADDRESS

ORGANIZATION IS IN U.S.

HOME

3. SECURED PARTY'S NAME (or name of TOTAL ASSESSORS of SECURED PARTY) - Insert only one (1a or 1b)

3a. ORGANIZATION'S NAME

Wells Fargo Bank, N.A., as First Priority Collateral Agent

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

CITY

STATE

MN

POSTAL CODE

COUNTRY

USA

4. THE FINANCING STATEMENT covers the following collateral:

All assets of the debtor now owned or hereafter acquired and wherever located.

5. AMENDMENT OR OBSERVATION (if applicable)	LEASEHOLD ESTATE	COMMERCIAL/CONDOMINIUM	BAU ESTATE/DR	SELL/LEASE/LEASE	AG. LEASE	NON-UCC FIRMS
<input type="checkbox"/> FINANCING STATEMENT	<input type="checkbox"/> To be filed per instructions in the REQS	<input type="checkbox"/> Check to REQUEST SEARCH REPORT(S) on Debtor(s) (Additional Fee)	<input type="checkbox"/> Debtor(s) (Additional Fee)	<input type="checkbox"/> All Debtors	<input type="checkbox"/> Owner(s)	<input type="checkbox"/> Owner(s)
6. OPTIONAL FILER INFORMATION DATA						

Delaware Secretary of State

730879/4A

FILING OFFICE COPY -- NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/2006)

00029815

[REDACTED]		DELAWARE DEPARTMENT OF STATE U.C.C. FILING SECTION FILED 06:39 PM 06/04/2008 INITIAL FILING # 2008 1911575 SRV: 080663703			
UCC FINANCING STATEMENT					
FOLLOW INSTRUCTIONS (front and back) CAREFULLY					
A. NAME & PHONE OF CONTACT AT FILER (optional)		THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY			
B. SIGN ACKNOWLEDGMENT (Type Name and Address)					
[REDACTED]					
1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not checkmark or combine names					
1a. ORGANIZATION NAME RFC Asset Holdings II, LLC		1b. INDIVIDUAL'S LAST NAME			
1c. MAILING ADDRESS 3993 Howard Hughes Parkway, Suite 250		CITY Las Vegas	STATE NV	POSTAL CODE 89169	COUNTRY USA
1d. MAILING ADDRESS ORGANIZATION DEBTOR		1e. TYPE OF ORGANIZATION LLC		1f. ADMINISTRATION OF ORGANIZATION DELAWARE	
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not checkmark or combine names				<input type="checkbox"/> NONE	
2a. ORGANIZATION NAME		2b. INDIVIDUAL'S LAST NAME		2c. MAILING ADDRESS	
2d. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR		2f. TYPE OF ORGANIZATION ORGANIZATION DEBTOR		2g. ADMINISTRATION OF ORGANIZATION ORGANIZATION DEBTOR	
3. SECURED PARTY'S NAME (or NAME OF TITLES ASSUMERS OF SECURITY DEBT) - Insert only one secured party name (3a or 3b)				<input type="checkbox"/> NONE	
3a. ORGANIZATION NAME Wells Fargo Bank, N.A., as First Priority Collateral Agent		3b. INDIVIDUAL'S LAST NAME		3c. MAILING ADDRESS 628 Marquette Avenue Minneapolis MN55111-1119	
3d. MAILING ADDRESS ORGANIZATION DEBTOR		CITY Minneapolis	STATE MN	POSTAL CODE 55479	COUNTRY USA
4. THIS FINANCING STATEMENT covers the following collateral:					
All assets of the debtor now owned or hereafter acquired and wherever located.					
5. ALTERNATIVE DECLARATION (if applicable)					
5a. <input type="checkbox"/> I CERTIFY THAT THE RECORDS OF THE REAL ESTATE TAX COLLECTOR ARE ACCURATE		5b. <input type="checkbox"/> I CERTIFY THAT THE VEHICLE REPORTER IS CORRECT		5c. <input type="checkbox"/> I CERTIFY THAT THE TITLE IS CLEAR	
6. OPTIONAL FILER INFORMATION (if A)					
Delaware Secretary of State					
730610/4A					
FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/2006)					
00029819					

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 06:40 PM 06/04/2008
 INITIAL FILING # 2008 1911591

SKV: 080663707

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY
 A. NAME & PHONE OF CONTACT AT FILER (if known)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names
 (a) INDIVIDUAL NAME

Passive Asset Transactions, LLC

ON	1a. INDIVIDUAL NAME 1100 Virginia Drive	FIRST NAME Fort Washington	MIDDLE NAME PA	SUFFIX 16034	COUNTRY USA
1b. NAME OF DEBTOR ORGANIZATION OBLIGOR LLC	1c. TYPE OF ORGANIZATION 1d. ADDRESS OF ORGANIZATION DELAWARE	1e. ADDRESS OF ORGANIZATION 1f. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> HOME		
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (either 2a or 2b) - do not abbreviate or combine names (a) INDIVIDUAL NAME					
ON	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	CITY	
3a. MAILING ADDRESS	3b. CITY	3c. STATE	3d. ZIP CODE	COUNTRY	
3e. MAILING ADDRESS ORGANIZATION OBLIGOR DEBTOR	3f. ADDRESS OF ORGANIZATION 3g. ADDRESS OF ORGANIZATION 3h. ORGANIZATIONAL ID #, if any	3i. ADDRESS OF ORGANIZATION 3j. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> HOME		

3. SECURED PARTY'S NAME (or NAME OF TOTAL ASSETHOLDER IF 3a) - Insert only one secured party name (either 3a or 3b)

Wells Fargo Bank, N.A., as First Priority Collateral Agent

ON	3a. INDIVIDUAL'S LAST NAME 628 Marquette Avenue Minneapolis	FIRST NAME Minneapolis	MIDDLE NAME MN	SUFFIX 55470	COUNTRY USA
3b. MAILING ADDRESS N931-110	3c. CITY 3d. STATE 3e. ZIP CODE	3f. COUNTRY	<input type="checkbox"/> HOME		

4. THE FINANCING STATEMENT covers the following equipment:

All assets of the debtor now owned or hereafter acquired and wherever located.

5. ALL INFORMATION IS APPENDIX	LEASER'S SIGNATURE	CONSIDERATION	DATE OF LEASE	SELLER/PAYER	AG. LEND.	NON-UCC FINES
6. THIS FINANCING STATEMENT IS TO BE USED FOR RECORDS IN THE STATE OF ESTATE DISCLOSURE AND ASSESSMENT OF INVENTORY	7. CHECK TO REQUEST BRANCH REPORTS OR UNKNOWN ADDITIONAL FEES			At Duly	Debt I	Debt II

8. OPTIONAL FILER REFERENCE DATA

Delaware Secretary of State

730607/4A

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV 07/26/06)

00029820

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (top) AND (bottom) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SIGNATURE OR EQUVALENT TO: (Name and Address)

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 05:14 PM 06/04/2001
 INITIAL FILING # 2008 1952

SRV: 060671943

(THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY)

1. DEBTOR'S EXACT FULL LEGAL NAME - Print only one debtor name (or 1st or 1st and middle name or middle name only)

(A) ORGANIZATION NAME

Residential Funding Company, LLC

1a. DEBTOR'S LAST NAME	LAST NAME	MIDDLE NAME	SUFFIX
One Meridian Crossing, Suite 100	CITY	STATE	POSTAL CODE
1b. MAILING ADDRESS	MINNEAPOLIS	MIN	55403-3940
1c. DEBTOR'S ADDRESS	ORGANIZATION OR DEBTOR	DEPARTMENT OR DIVISION	1d. JURISDICTION OF ORGANIZATION OR DEBTOR
	LLC		DELAWARE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Print only one debtor name (or 1st or 1st and middle name or middle name only)

(B) ORGANIZATION NAME

2a. DEBTOR'S LAST NAME	LAST NAME	MIDDLE NAME	SUFFIX
2b. MAILING ADDRESS	CITY	STATE	POSTAL CODE
2c. DEBTOR'S ADDRESS	ORGANIZATION OR DEBTOR	DEPARTMENT OR DIVISION	2d. JURISDICTION OF ORGANIZATION OR DEBTOR

3. SECURED PARTY'S NAME IN FORM OF FIRM, ASSOCIATION OR PERSONAL NAME - Print only one secured party name (or 1st or 2nd)

(A) ORGANIZATION NAME

Well Fargo Bank, N.A., as Second Priority Collateral Agent

3a. DEBTOR'S LAST NAME	LAST NAME	MIDDLE NAME	SUFFIX
3b. MAILING ADDRESS	CITY	STATE	POSTAL CODE
3c. DEBTOR'S ADDRESS	MINNEAPOLIS	MIN	55479

4. THE FOLLOWING DATA SHOULD ACCORD WITH THE INFORMATION CONTAINED:

All assets of the debtor now owned or hereafter acquired and wherever located.

OPB

5. ALTERNATIVE INFORMATION FROM M-1 APPENDIX	6. SECURITY AGREEMENT	7. COMMERCIAL LEASE	8. BANKER'S POLICY	9. BILL OF LADING	10. LIEN	11. HIGHWAY FEE
5a. IS THE SECURITY AGREEMENT A BUSINESS OR PERSONAL PROPERTY SECURITY AGREEMENT?	5b. IS THE COMMERCIAL LEASE A BUSINESS OR PERSONAL PROPERTY LEASE?	5c. IS THE BANKER'S POLICY A BUSINESS OR PERSONAL PROPERTY POLICY?	5d. IS THE BILL OF LADING A BUSINESS OR PERSONAL PROPERTY BILL OF LADING?	5e. IS THE LIEN A BUSINESS OR PERSONAL PROPERTY LIEN?	5f. IS THE HIGHWAY FEE A BUSINESS OR PERSONAL PROPERTY HIGHWAY FEE?	
5g. IS THE SECURITY AGREEMENT A BUSINESS OR PERSONAL PROPERTY SECURITY AGREEMENT?	5h. IS THE COMMERCIAL LEASE A BUSINESS OR PERSONAL PROPERTY LEASE?	5i. IS THE BANKER'S POLICY A BUSINESS OR PERSONAL PROPERTY POLICY?	5j. IS THE BILL OF LADING A BUSINESS OR PERSONAL PROPERTY BILL OF LADING?	5k. IS THE LIEN A BUSINESS OR PERSONAL PROPERTY LIEN?	5l. IS THE HIGHWAY FEE A BUSINESS OR PERSONAL PROPERTY HIGHWAY FEE?	

Delaware Secretary of State

730561/4A

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/28/96)

00029856